

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

United Communications Systems, Inc.)	
D/b/a. Call One)	
)	03-0772
Petition for Arbitration of an Interconnection Agreement)	
With Illinois Bell Telephone Company pursuant to)	
Section 252(b) of the Telecommunications Act of 1996)	

**STAFF’S RESPONSE TO SBC ILLINOIS’ MOTION TO SUSPEND THE SCHEDULE
AND SBC ILLINOIS’ MOTION TO STRIKE AND DISQUALIFY**

On Thursday, January 29, 2004, Illinois Bell Telephone Company d/b/a SBC Illinois (“SBC”) filed two separate emergency Motions. One emergency motion is titled SBC Illinois Motion to Suspend Schedule and the other emergency motion is titled SBC Illinois Motion to Strike and Disqualify. Because the two SBC motions are interrelated, and for reasons of administrative ease, Staff will address both motions together in this Response.

SBC’s emergency motions allege a conflict of interest on the part of United Communications Systems, Inc. d/b/a Call One (“UCS”) witness, Mr. Ronald Lambert, in violation of Illinois Rule of Professional conduct 1.9. SBC alleges that Mr. Lambert, currently Senior Vice President for Corporate development for UCS, was formerly an attorney with the firm of Mayer Brown and Platt and, subsequently, an SBC employee, in which capacity he had access to, and knowledge of, matters relating to SBC’s position in this proceeding. This, asserts SBC, creates a conflict of interest.

Staff recommends that the ALJ deny SBC’s motion to suspend the schedule indefinitely, deny SBC’s motion to strike UCS’ Joint Testimony in its entirety and to

disqualify Ronald Lambert from participating in this proceeding. The Staff, however, takes no position regarding the specifics of SBC's motion to strike certain portions of UCS' testimony relating to negotiation settlement discussions due to a lack of time to assess the specific language SBC seeks to strike. The Staff recommends that the ALJ grant SBC's motion to strike UCS' apparent attempt to add new issues to the arbitration, and deny SBC's motion to strike certain portions of UCS's Joint Testimony for containing "scurrilous and unsupported accusations" regarding SBC's compliance with the Illinois Public Utilities Act (the "PUA"). In support of its positions, Staff states as follows:

I. Procedural Background Relating To The Motion Under Consideration

Late in the day, on Thursday, January 29, 2004, SBC filed its various Motions.¹ On January 30, 2004, the Hearing Examiner assigned to this proceeding issued a Notice of Administrative Law Judge's Ruling and Notice of Additional Hearing, which provided the following:

Notice is hereby given that Responses to SBC Illinois' Motion to Strike and Emergency Motion to Suspend the Schedule are due by 12:00 P.M. on Monday February 2, 2004.

Notice is also given that an additional hearing on the Emergency Motion will be held in the above entitled matter on February 2, 2004, at the offices of the Commission, Chicago, Illinois, Michael A. Bilandic Building, 160 North LaSalle, Suite C-800, at the hour of 2:00 P.M.

Staff feels compelled to point out that due to the short time period available for Responses to SBC's various Motions, Staff has little information from UCS regarding its position on this issue as both Staff and UCS are filing simultaneous Responses.

¹ Also late in the day, on Thursday, January 29, 2004, UCS filed a Motion To Compel. Staff, based upon the Hearing Examiner's Notice, is not addressing any issues raised in UCS' Motion To Compel.

II. The Commission Should Deny SBC’S Open-Ended Motion To Suspend The Schedule

A. The Commission Is Required By Statute To Conclude This Arbitration By April 26, 2004, And It Has No Independent Authority To Go Beyond April 26th

In support of its motion to suspend the schedule, SBC states that on “January 29, 2004, SBC Illinois applied to the Circuit Court of Cook County for a temporary restraining order, as well as a permanent injunction, against defendants UCS and its employee and witness Mr. Ronald Lambert enjoining Mr. Lambert from participating in this arbitration proceeding.”² SBC alleges that “Mr. Lambert’s participation in this arbitration, as well as his participation as a lead negotiator in the negotiations conducted between UCS and SBC Illinois, are in violation” of Illinois’ Rule of Professional Conduct 1.9.³ SBC further alleges that:

SBC Illinois requests that the Commission immediately suspend the schedule in this arbitration proceeding pending the determination of both SBC Illinois’ Circuit Court action and its Motion to Strike and to Disqualify filed in this docket. As explained further below, requiring SBC Illinois to proceed under the current schedule while these matters are pending would unduly prejudice SBC Illinois, would unduly complicate this proceeding, and would lead to needless waste of significant resources of the Commission and SBC Illinois.⁴

Regarding the undue prejudice SBC alleges it would suffer, SBC claims that:

If the schedule is not immediately suspended, SBC Illinois will be forced to submit testimony responding to the entirety of UCS’s 167-page Joint Testimony, including the indeterminable but likely substantial portion of that testimony that is sponsored by Mr. Lambert and which should be stricken. Moreover, if the current schedule is not immediately suspended, SBC Illinois will also be forced to submit testimony responding to the very

² SBC Motion to Suspend Schedule, at 1.

³ *Id.*, at 1-2.

⁴ *Id.*, at 4.

significant portions of UCS's Joint Testimony which should be stricken for other reasons, identified in SBC Illinois' Motion to Strike and to Disqualify.⁵

In short, SBC summarizes that the Commission should "simply suspend the schedule in this proceeding until the dusts settles."⁶ Would that it was so simple.

First, regarding any undue prejudice that SBC may suffer, such speculation rests upon the premise that the Circuit Court of Cook County will issue a temporary restraining order ("TRO") and a preliminary and permanent injunction prohibiting Mr. Lambert from participating in this proceeding. That, as of the filing of this response, is an issue very much in doubt. A temporary restraining order, like any preliminary injunction, is an extraordinary, and indeed a drastic, remedy. Alexander v. Standard Oil Co., 53 Ill. App. 3d 690, 697-98; 368 N.E.2d 1010, 16 Ill. Dec. 63 (5th Dist. 1977). A court should issue one only after careful consideration and due circumspection. Hill V. Village of Pawnee, 16 Ill. App. 3d 208, 209; 305 N.E.2d 740 (4th Dist. 1973). Accordingly, SBC cannot be assured that it will get the relief it seeks, and the ALJ should not presume that it will get the relief SBC seeks.

This is especially true in light of certain timing issues. It is Staff's understanding that SBC's motion for a TRO will not be heard until, at the earliest, the afternoon of February 3, 2004. In light of the current schedule, which has SBC filing testimony on February 3, 2004, the Staff assumes that SBC is prepared to file testimony regardless of how its motions are decided by the ALJ today – if, indeed, the ALJ concludes that he can decide these motions today. Testimony in arbitrations, moreover, is typically "expert" testimony, and is commonly adopted by other experts when one expert becomes unavailable for one reason or another. There is no reason to expect

⁵ *Id.*, at 5.

⁶ *Id.*, at 6.

otherwise in the instant proceeding. Also, the testimony of Lambert is part of “panel” testimony and is allegedly about negotiations SBC engaged in with Lambert on behalf of UCS. Thus, suspending the schedule accomplishes little.]

Second, Staff would like nothing better than to have the “dust settled” so the Commission could proceed to arbitrate the instant Interconnection Agreement (“ICA”) in an orderly fashion. The Commission, however, has no independent authority to suspend the schedule of a Section 252 arbitration once the petition has been filed, if such suspension would result in the Commission being unable to conclude this arbitration within 9 months. Section 252(b)(4)(C) of TA 96 provides, in relevant part, that:

(C) The State commission shall resolve each issue set forth in the petition and the response, if any, by imposing appropriate conditions as required to implement subsection (c) upon the parties to the agreement, and shall conclude the resolution of any unresolved issues *not later than 9 months* after the date on which the local exchange carrier received the request under this section.⁷

Section 252 arbitration scheduling “windows” are narrow at best even under the best of circumstances. Granting SBC’s open-ended request to suspend the schedule in this proceeding would clearly compromise, the Commission’s ability to meet its statutory obligations under Section 252(b)(4)(C) of TA 96 to conclude this proceeding by issuing a Final Order no later than April 26, 2004. Indeed, it might find this impossible.

Furthermore, the instant arbitration’s scheduling “window” falls during a time period that is far from optimal. As Staff made clear in its Response to the Parties’ Stipulation for Modification of Negotiation and Arbitration Window and Joint Motion to

⁷ 47 USC §252(b)(4)(C)

Modify Schedule⁸ (“Joint Motion”), Staff counsel and/or Staff witnesses assigned to this proceeding is currently scheduled to be in hearings from Monday, March 1, 2004, through Thursday, March 25, 2004, with the sole exception of Monday, March 22, 2004.⁹ In its Response to the Joint Motion, Staff noted that it would address, by some means, its current conflict with the scheduled hearing dates in the Commission’s TRO Batch Hot cut proceedings on March 4 and 5, 2004.¹⁰ Any suspension of the current schedule, however, would likely move the instant arbitration evidentiary hearing dates either into the weeks scheduled for the Commission’s evidentiary hearings scheduled for the TRO Mass Market switching proceeding, the evidentiary hearings scheduled for the SBC UNE wholesale rate proceeding, or the TDS Complaint case against SBC. Unlike the conflict Staff faces in the Batch Hot Cut scheduled hearings, Staff will not be able to address by any reasonable means likely Staff conflicts with the scheduled Mass Market switching or SBC UNE wholesale rate proceedings. In short, granting SBC’s open-ended request to suspend the schedule would unduly prejudice Staff, would unduly complicate this proceeding, would lead to needless wastes of significant Staff resources and those of the Commission, and would likely result in the Commission’s inability to fulfill its statutory requirements.

⁸ Staff’s Response To Joint Motion To Modify Schedule And Stipulation For Modification Of Negotiation And Arbitration “Window”, was filed on January 13, 2004.

⁹ Starting on Monday, March 1, 2004, and going through Friday, March 5, 2004, Staff is scheduled to be in evidentiary hearings in the TRO Batch Hot Cut proceeding, ICC Docket No. 03-0593; starting on Monday, March 8, 2004, and running through Friday, March 12, 2004, Staff is scheduled to be in evidentiary hearings in the TRO Mass Market Switching proceeding, ICC Docket No. 03-0595; starting on Monday, March 15, 2004, and running through Friday, March 19, 2004, Staff is scheduled to be in evidentiary hearings in the SBC UNE wholesale rate proceeding, ICC Docket No. 02-0864; and starting on Tuesday, March 23, 2004, and going through Thursday, March 25, 2004, Staff is scheduled to be in evidentiary hearings in the TDS Metrocom Complaint proceeding, ICC Docket No. 03-0553.

¹⁰ Due to the time-frame requirements of Section 252 arbitrations found in the Telecommunications Act of 1996, the evidentiary hearings in this arbitration would appear to necessarily need to be held sometime in early March.

B. The Issue Of Whether Mr. Lambert's Participation In This Arbitration Was Proper Was Foreseeable And The Issue Should Have Been Addressed Earlier

The issue of whether Mr. Lambert's participation in the SBC/UCS negotiations and this resulting arbitration was proper was entirely foreseeable by SBC. SBC, in fact, acknowledges that it had raised the issue of Mr. Lambert's participation in this arbitration as early as last summer or fall, when SBC demanded assurances from Mr. Lambert that he would comply with his obligations under Illinois Rule of Professional Conduct 1.9.¹¹ Despite its acknowledged concerns, SBC chose to rely on such assurances as it received from Mr. Lambert that he would "comply with all responsibilities he may have under Illinois Rule of Professional Conduct 1.9" and that he would not "cross that line."¹² Rather than relying upon Mr. Lambert's assurances, SBC could, during the course of negotiations, have requested that the Commission mediate this issue under Section 252(a)(2) in a timely manner. Instead, SBC ultimately chose to raise the issue on an emergency basis only after Mr. Lambert filed written testimony on January 28, 2004.

In fact, under SBC's theory as contained in its filing at the Circuit Court of Cook County, SBC states that:

Now that Mr. Lambert is participating in the arbitration on behalf of UCS, there is no way that, even with the best of intentions, he can avoid using the information he learned while admittedly representing SBC Illinois on resale and interconnection issues. *See MPL, Inc. v. Cook*, 489 F.Supp. 148, 151 (N.D. Ill. 1980) ("Because the most honorable lawyer cannot perform a frontal lobotomy on himself, he cannot be presumed to engage

¹¹ See SBC Motion to Strike, at 3 (In discussing Mr. Lambert's role as a negotiator, prior to the time when the Petition for Arbitration was filed, SBC notes that "[d]espite numerous formal requests from SBC Illinois that Mr. Lambert refrain from participating in negotiations on behalf of UCS, Mr. Lambert continued that participation.").

¹² SBC's Emergency Motion For Temporary Restraining Order And Incorporated Memorandum Of Law In Support Of Emergency Motion For Temporary Restraining Order, at 9.

in the new representation and carry out his obligation of undivided fidelity to the new client without the use consciously or subliminally of the confidences and secrets reposed in him by the old client.”).¹³

Although, SBC is clearly attempting to draw a demarcation line regarding Mr. Lambert’s role as a negotiator and as a witness, Staff sees no distinction whatever: Mr. Lambert’s alleged ethical conflict was the same at both junctures. If he is compromised as a witness, Staff cannot imagine how he would not have been compromised as a negotiator. In fact, SBC acknowledges that Mr. Lambert is no more able to “perform a frontal lobotomy on himself” as a negotiator of the ICA than he is as a witness in the arbitration. For example, SBC notes that, “when Mr. Lambert’s former supervisor, Marc Lipton, learned of Mr. Lambert’s representation of UCS in or about September or October, 2003, SBC Illinois advised Mr. Lambert of his violation of Rule 1.9 and demanded that Mr. Lambert cease participating in the negotiations.”¹⁴ According to SBC’s own Emergency Motion For Temporary Restraining Order And Incorporated Memorandum Of Law In Support Of Emergency Motion For Temporary Restraining Order, Mr. Lambert was in fact already in violation of Rule 1.9. The instant Petition for Arbitration was originally filed on December 18, 2003, long after SBC had apparently concluded that Mr. Lambert was in violation of Rule 1.9.

In other words, the emergency here exists entirely because SBC rested on its perceived rights. It knew about any prejudice it might suffer as a result of Mr. Lambert’s involvement in the matter long before this proceeding was even filed. Indeed, there is a case to be made – although Staff does not propose to make it – that SBC’s apparent acquiescence in Mr. Lambert’s initial participation constitutes a waiver of any right to

¹³ *Id.*, at 12.

¹⁴ *Id.*, at 9-10.

object now. Accordingly, SBC has not asserted any basis upon which to suspend the schedule.

Staff, accordingly, for all the reasons stated, recommends that the Commission deny SBC's motion to suspend the schedule.

III. The Commission Should Deny SBC's Motion To Strike UCS' Joint Testimony In Its Entirety And To Disqualify Ronald Lambert From Participating In This Proceeding

In support of its request that the Commission strike UCS' Joint testimony in its entirety and to disqualify Mr. Lambert from further participating in this proceeding, SBC states:

The Commission should strike UCS's Joint Testimony in its entirety because one of the witnesses sponsoring that testimony – Ronald Lambert – should be disqualified from providing testimony in this proceeding. Indeed, SBC Illinois has applied to the Circuit Court of Cook County for a temporary restraining order, as well as a permanent injunction, enjoining Mr. Lambert from participating in any manner in this arbitration on behalf of UCS. As explained below, Mr. Lambert's participation in this proceeding is in violation of Illinois' Rules of Professional Conduct. The Commission should thus strike Mr. Lambert's testimony and disqualify Mr. Lambert from further participation in this proceeding, in order to prevent further and continuing violation of those Rules.¹⁵

Section 252(b)(4)(A) of TA 96 requires, in relevant part, that: "[A] State commission shall limit its consideration of any petition under paragraph (1) (and any response thereto) to the issues set forth in the petition and in the response, if any, filed under paragraph (3)." Because neither UCS or SBC has identified the issue of whether Mr. Lambert's participation in this Section 252 arbitration as an issue to be decided by this Commission, the Commission is not required under TA 96 to decide this issue.

¹⁵ SBC Motion To Strike And Motion To Disqualify, at 1-2.

Nonetheless, as SBC points out, Section 200.90 of the Commission's rules state:

All persons appearing in proceedings before the Commission shall conform to the standards of conduct of attorneys before the courts of Illinois. These standards are set forth in the Illinois Rules of Professional Conduct. If any person does *not* conform to such standards, the Hearing Examiner *may* decline to permit such person to appear in any proceeding. 83 Ill. Admin. Code § 200.90(e) (emphasis added).

Accordingly, the ALJ *may* – but need not -- prohibit an attorney who has allegedly failed to conform to the Illinois Rules of Professional Conduct from participating in this proceeding, particularly if the alleged aggrieved party has recourse to a different avenue of relief. Here, SBC has sought alternative relief – in this case, injunctive relief from the Circuit Court of Cook County -- on the issue of whether Mr. Lambert's participation in this proceeding is appropriate. Mr. Lambert, moreover, is not making an appearance in this proceeding as an attorney but, rather, has testified as an expert witness. Subsection (e) of Rule 200.90, like the rest of Rule 200.90, only regulates persons appearing as attorneys before the Commission, it does not regulate expert witnesses.

As SBC notes, it has already “applied to the Circuit Court of Cook County for a temporary restraining order, as well as a permanent injunction, enjoining Mr. Lambert from participating in any manner in this arbitration on behalf of UCS.”¹⁶ It is beyond doubt that this Commission's expertise lies in the interpretation of enforcement of the Illinois PUA, not in deciding issues arising under the Illinois Rules of Professional Conduct, a set of responsibilities falling squarely within the aegis of the Attorney Registration and Disciplinary Commission. *See, generally*, 220 ILCS 5/4-101 (The Commission's job is to oversee and regulate public utilities); Ill. Sup. Ct. Rule 751 *et seq.* (ARDC is charged with attorney discipline).

¹⁶ *Id.*

If the Commission, were to immediately grant SBC's motion to strike the entirety of UCS' Joint testimony in its entirety and to disqualify Mr. Lambert from further participating in this proceeding, and UCS were able to successfully defend Mr. Lambert's alleged improper conduct, such a decision would not only unduly prejudice Staff, unduly complicate this proceeding, lead to needless waste of Commission and Staff resources, it would result in the utter evisceration of UCS's case on the issues to be arbitrated and, as noted above, could imperil, if not render it impossible, for the Commission to meet its statutory obligations under Section 252(b)(4)(C) of TA 96 to conclude this proceeding by issuing a Final Order no later than April 26, 2004. Staff recommends against taking such drastic action at this time.

Staff, accordingly, recommends that the Commission at this time deny SBC's motion to strike UCS' Joint testimony in its entirety and to disqualify Mr. Lambert from further participating in this proceeding.

IV. Staff Takes No Position Regarding The Specifics of SBC's Motion to Strike Certain Portions Of UCS' Testimony Relating To Negotiation Settlement Discussions

In support of its request to strike certain portions of UCS' testimony that SBC alleges concerns negotiation settlement discussions, SBC cites to both Illinois case law and prior Commission decisions for the proposition that "matters concerning settlement and negotiations are not admissible."¹⁷ Staff, as a general rule, agrees with SBC that "both case law and public policy require that [such] testimony be stricken."

Staff, however, points out that there is a difference between stating an opposing party's position on an issue and non-admissible testimony regarding settlement discussions. Staff, moreover, due to the limited time available to it, has not been able to

¹⁷ SBC Motion To Strike And Motion To Disqualify, at 5 (citations omitted).

go through the many exhibits and testimony that SBC requests be stricken to verify whether such language are indeed inadmissible and, thus, takes no position regarding the specifics of SBC's request.

V. The Commission Should Grant SBC's Motion To Strike UCS' Attempt To Add New Issues To The Arbitration

In support of its request to strike certain testimony regarding "18/6" billing, SBC states:

Arbitration Issue 1, as identified in UCS's December 18, 2003 Petition for Arbitration (pp. 7-11), is "Whether the definition of 'Resale Services' in the Agreement should include individual case basis contracts ('ICBs')?" Petition at 7. As UCS then describes, the parties have been unable to reach agreement regarding whether UCS can resell SBC Illinois' ICBs to new end users. *Id.* at 7-11. However, in its Joint Testimony, after discussing Issue 1 (at pp. 6-15), UCS then launches into an entirely different issue regarding access to "18/6 billing" (at p.15 line 13 through p.25 line 16).

This testimony clearly goes far beyond the scope of Arbitration Issue 1, as UCS itself defined that issue in its Petition. Indeed, UCS goes so far as to propose entirely new interconnection agreement language that appeared nowhere in the proposed language UCS submitted as Attachment C to its Petition. See Joint Testimony at 25. Pursuant to the 1996 Act, UCS was required to identify the issues to be arbitrated in its Petition. It is too late for UCS to sneak in new issues via its testimony, and this language should be stricken.

Based upon Staff's comparison of Issue 1 contained in UCS' Arbitration Petition and UCS' Joint testimony, at page 15 line 13 through page 25 line 16, and without the benefit of UCS' arguments, Staff agrees with SBC that UCS appears to be attempting to raise a new issue not raised in its petition for Arbitration. Staff also agrees with SBC's legal analysis that "[t]he State commission *shall* limit its consideration of any petition under paragraph (1) (and any response thereto) to the *issues set forth in the petition*

and in the response, if any, filed under paragraph (3).¹⁸ Staff, again without the benefit of UCS argument, agrees with SBC that the above-referenced portions of the UCS Joint Testimony should be stricken.

VI. The Commission Should Deny SBC's Motion To Strike Certain Portions Of UCS' Joint Testimony For Containing "Scurrilous And Unsupported Accusations" Regarding SBC's Compliance With The Illinois Public Utilities Act

SBC requests that the Commission strike certain portions of UCS' Joint Testimony that allege SBC's non-compliance with certain provisions of the PUA. SBC points out that: "[I]f UCS believes that SBC Illinois has violated the PUA, the PUA contains provisions whereby UCS may institute a complaint proceeding before the Commission."¹⁹ This assertion by SBC is self-evident. More to the point, SBC also argues that:

Under the 1996 Act, the Commission's charge in this proceeding is to decide issues concerning the terms and conditions of an interconnection agreement between the parties, and to ensure that its resolution of the issues and any conditions it imposes upon the parties meet the requirements of Section 251 of the 1996 Act. UCS's disparaging accusations (which in the end amount to nothing more than bare assertions of legal conclusions) have no bearing on those matters. SBC Illinois should not have to choose between ignoring these accusations – which, though irrelevant and unfounded, paint SBC Illinois in an unflattering light – and spending time and effort responding to UCS's allegations. Accordingly, the accusations should be stricken.²⁰

Staff disagrees with SBC's contention that these UCS allegations are irrelevant. The Commission's policies, moreover, on both discovery²¹ and the admissibility of

¹⁸ SBC Motion To Strike And Motion To Disqualify, at 7-8, *citing* 47 U.S.C. § 252(b)(4)(A) (emphases added).

¹⁹ SBC Motion To Strike And Motion To Disqualify, at 8, *citing* 220 ILCS 5/13-515.

²⁰ *Id.*

²¹ Section 200.340 of the Commission's Rules of Practice provide: Policy on Discovery: "It is the policy of the Commission to obtain full disclosure of all relevant and material facts to a proceeding."

evidence²² are more liberal than those of the circuit courts of Illinois. The Commission, it scarcely need be said, is charged with enforcing the PUA. Accordingly, the Commission has an interest in whether any provision of a proposed ICA fails to comply with provisions of the PUA. Thus, SBC cannot be heard to contend that allegations that it violated the PUA are irrelevant, and the Commission should not hear them in making its decision in the arbitration proceeding. The FCC, moreover, in its First report and Order concluded that: "In reviewing arbitrated and negotiated agreements, the state commission may ensure that such agreements are consistent with applicable state requirements."²³ Furthermore, whether these UCS allegations are unfounded is for the Commission to decide, following an evidentiary hearing and full briefing by the parties, wherein SBC will have ample opportunity to rebut any of UCS' allegations.

Staff, accordingly, recommends that the Commission deny SBC's request to strike certain portions of UCS' Joint Testimony that allege SBC non-compliance with certain provisions of the PUA.

²² Section 200.610 of the Commission's Rules of Practice provide: Evidence: "In contested cases, and licensing proceedings, the rules of evidence and privilege applied in civil cases in the circuit courts of the State of Illinois shall be followed. However, evidence not admissible under such rules may be admitted if it is of a type commonly relied on by reasonable prudent persons in the conduct of their affairs."

²³ In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket Nos. 96-98, 95-185 (cons.)(Rel. August 8, 1996) ("First Report and Order"), at ¶ 134.

WHEREFORE, for all the reasons set forth herein, the Staff of the Illinois Commerce Commission recommends that the Commission adopt Staff's recommendations.

Respectfully submitted,

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